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I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

*Richard J. Coldren*  
Attorney for Applicant

Date: 22 November 2004

**Application No.** : 10/715,716  
**Applicant** : Anthony Mark Jones  
**Filed** : 18 November 2003  
**Title** : METHOD OF DETERMINING LIBRARY PARAMETERS USING TIMING SURFACE PLANARITY  
**Art Unit** : 2825  
**Examiner** : Not yet assigned  
**Atty Docket No.** : DB000929-001

**To:** Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

#### TRANSMITTAL LETTER

Dear Sir:

Enclosed please find:

- a Combined 37 CFR 3.73(b) Statement and Power of Attorney with a copy of each of an "Addendum – Properly Empowered Representative of the Rule 1.47 Applicant", a copy of the "Decision According Status Under 37 CFR 1.47(b), a copy of the "Letter" from the Office of Petitions to the non-cooperating inventor, and a copy of the "Micron Assignment of Inventions and Rights".

The Commissioner is hereby authorized to charge any underpayment or credit any overpayment to our Deposit Account No. 20-0888. A copy of this transmittal letter is enclosed.

Also enclosed is a return postcard. Please date stamp and mail the postcard to acknowledge receipt of the above-mentioned correspondence.

Respectfully submitted,

*Richard J. Coldren*

Richard J. Coldren  
Reg. No. 44,084  
Thorpe Reed & Armstrong LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2442  
Attorneys for Applicant

Dated: 22 November 2004



IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE  
37 C.F.R. § 3.73(b) Statement

Applicant(s)	Title	Serial No.	Filing Date
Anthony Mark Jones	Method of Determining Library Parameters Using Timing Surface Planarity	10/715,716	11/18/2003

Micron Technology, Inc. is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the United States Patent and Trademark office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

**Power of Attorney**

I hereby revoke all previous powers of attorney, if any, and appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Edward L. Pencoske    Reg. No. 29,688  
Richard J. Coldren    Reg. No. 44,084

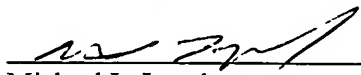
Michael L. Lynch    Reg. No. 30,871  
Jenifer S. Tarasi    Reg. No. 46,064  
Abhijat Parikh    Reg. No. 49,086

**Please Direct All Correspondence to:**  
**Edward L. Pencoske, Esquire**  
**Thorp Reed & Armstrong**  
**One Oxford Centre**  
**301 Grant Street**  
**Pittsburgh, PA 15219-1425**

**Declaration**

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R. § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date 11-17-04

Signature 

Name Michael L. Lynch

Title Chief Patent Counsel



**COPY**

**PATENT**

**Attorney Docket No.: DB000929-000**

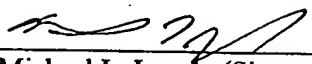
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

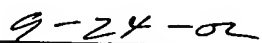
<b>Applicant:</b>	Jones	)	
<b>Serial No.:</b>	10/124,021	)	<b>Examiner:</b> Not yet assigned
<b>Filed:</b>	16 April 2002	)	<b>Art Unit:</b> Not yet assigned
<b>Entitled:</b>	METHOD OF DETERMINING LIBRARY PARAMETERS USING TIMING SURFACE PLANARITY		

**ADDENDUM – Properly Empowered Representative of the Rule 1.47 Applicant**

**Name:** Michael L. Lynch  
**Residence:**  
**City:** Boise  
**State:** Idaho  
**Country:** USA  
**Citizenship:** USA

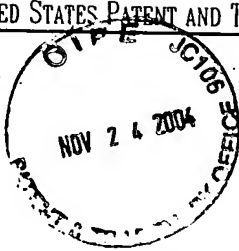
**Mailing Address:** Micron Technology, Inc.  
8000 S. Federal Way  
Mail Stop 525, P.O. Box 6  
Boise, ID 83707-0006

  
\_\_\_\_\_  
Michael L. Lynch (Signature)  
Chief Patent Counsel  
Reg. No. 30,871  
Micron Technology, Inc.

  
\_\_\_\_\_  
(Date)



UNITED STATES PATENT AND TRADEMARK OFFICE



NOV 08 2002

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
www.uspto.gov

**COPY**

Paper No. 7

THORP REED & ARMSTRONG, LLP  
ONE OXFORD CENTRE  
301 GRANT STREET, 14TH FLOOR  
PITTSBURGH PA 15219-1425

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NOV 05 2002

OFFICE OF PETITIONS

In re Application of

Jones

Application No.: 10/124,021

Filed: April 16, 2002

Attorney Docket No.: DB000929-000

For: METHOD OF DETERMINING LIBRARY  
PARAMETERS USING TIMING SURFACE  
PLANARITY

DECISION ACCORDING STATUS  
UNDER 37 CFR 1.47(b)

This is in response to the reconsideration petition under 37 CFR 1.47(b), filed October 7, 2002.

The petition is granted.

Petitioner has shown that the non-signing inventor, Mr. Anthony Mark Jones has constructively refused to join in the filing of the above-identified application after having been presented with the application papers. Specifically, the exhibits to the petition establish that the inventor was mailed the application papers, including the specification, claims and drawings, received them, but failed to respond to the request that he sign the declaration. In addition, petitioner has shown that Micron Technology, Inc. has a proprietary interest in the above-identified application with a signed assignment document. Lastly, petitioner has submitted a declaration in compliance with 37 CFR 1.63 and 1.64 and petitioner has shown that such action is necessary to prevent irreparable damage.

This application and papers have been reviewed and found in compliance with 37 CFR 1.47(b). This application is hereby accorded Rule 1.47(b) status.

As provided in Rule 1.47(c), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

After this decision is mailed, the above-identified application will be forwarded to Technology Center 2800 for examination in due course.

Telephone inquiries should be directed to the undersigned at (703) 308-6712.

E. Shirene Willis  
Senior Petitions Attorney  
Office of Petitions  
Office of the Deputy Commissioner  
for Patent Examination Policy



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
www.uspto.gov

**COPY**

ANTHONY MARK JONES  
9445 SW 171ST STREET  
BEAVERTON, OR 97007

**COPY MAILED**

In re Application of  
Jones  
Application No.: 10/124,021  
Filed: April 16, 2002  
Attorney Docket No.: DB000929-000  
For: METHOD OF DETERMINING LIBRARY  
PARAMETERS USING TIMING SURFACE  
PLANARITY

LETTER

NOV 05 2002

OFFICE OF PETITIONS

Dear Mr. Jones:

You are named as the sole inventor in the above identified United States patent application, filed under the provisions of 35 U.S.C. 116 (United States Code), and 37 CFR 1.47(b), Rules of Practice in Patent Cases. Should a patent be granted on the application you will be designated therein as the sole inventor.

As the named inventor you are entitled to inspect any paper in the file wrapper of the application, order copies of all or any part thereof (at a prepaid cost per 37 CFR 1.19) or make your position of record in the application. Alternatively, you may arrange to do any of the preceding through a registered patent attorney or agent presenting written authorization from you. If you care to join the application, counsel of record (see below) would presumably assist you. Joining in the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

Requests for information regarding your application should be directed to the File Information Unit at (703)308-2733. Information regarding how to pay for and order a copy of the application, or a specific paper in the application, should be directed to Certification Division at (703)308-9726 or 1(800)972-6382 (outside the Washington D.C. area).

Telephone inquiries regarding this communication should be directed to the undersigned at (703) 308-6712.

E. Shirene Willis  
Senior Petitions Attorney  
Office of Petitions  
Office of the Deputy Commissioner  
for Patent Examination Policy

ATTORNEY OF RECORD: THORP REED & ARMSTRONG, LLP  
ONE OXFORD CENTRE  
301 GRANT STREET, 14TH FLOOR  
PITTSBURGH PA 15219-1425

# MICRON

## ASSIGNMENT OF INVENTIONS AND RIGHTS

In consideration of my employment or continued employment by, or contracting for my services with, MICRON TECHNOLOGY, INC., or any of its subsidiaries or affiliates (hereinafter the Micron entity by which I am employed or to which I provide services is referred to as "Micron"), and other good and valuable consideration:

A. **Assignment:** I hereby assign and agree to assign to Micron, or its designee, all of my right, title and interest in and to all inventions, discoveries, ideas, processes, works of authorship, mask works, drawings, logos, developments, concepts, and improvements, (hereinafter "Intellectual Property"), whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, reduced to practice, or conceived by me, in whole or in part, either solely or jointly with others, during the period of time I am in the employ of or providing service to Micron, whether during or outside of regular working hours, either:

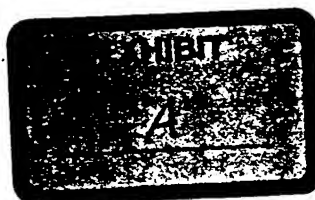
1. in the course of such employment;
2. with the aid, assistance, or use of Micron's resources, equipment, supplies, facilities or proprietary information;
3. as a result of or in connection with any work, services, or duties performed by me for Micron;
4. relating to the actual or anticipated business, research, or development of Micron; or
5. relating to the industry or trade of Micron.

B. **Works of Authorship:** I acknowledge that all works of authorship which are made by me, either solely or jointly with others, within the scope of and during the period of my employment with Micron or within the scope of and during the period I am providing service to Micron and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act, and are owned by Micron by operation of law.

C. **Labor Code 2870 Notice:** I have been notified and understand that the provisions of Sections A & B, above, do not apply to any Intellectual Property that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

1. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(a) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or



**COPY**

(b) Result from any work performed by the employee for the employer.

2. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (1), the provision is against the public policy of California and is unenforceable in California.

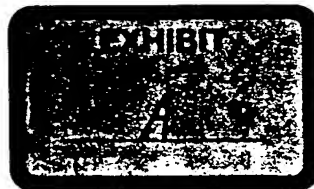
D. Disclosure/Assistance: I shall promptly disclose Intellectual Property to Micron and shall acknowledge and promptly deliver to Micron, without charge to Micron but at its expense, such written instruments and do such other acts, including the disclosure to Micron of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Micron shall deem necessary in order to apply for and obtain and to assign and convey to Micron, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

E. Continuing Obligation: I agree that if I transfer my employment or begin offering services to another Micron entity, this Agreement shall automatically be assigned to the benefit of such entity. I further agree that my obligation as described in this Agreement to execute written instruments and perform other acts without charge to Micron but at its expense shall continue after the termination of my employment or service to Micron.

F. Power of Attorney: If Micron is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue an application for any United States or foreign patents or copyright registrations covering Intellectual Property assigned to Micron as above, then I hereby irrevocably designate and appoint Micron and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

G. Records: I agree to keep and maintain adequate and current written records of all inventions, discoveries, ideas, processes, works of authorship, mask works, drawings, logos, developments, concepts, and improvements, made by me, either solely or jointly with others, during the term of my employment with or service to Micron. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Micron. The records will be available to and remain the sole property of Micron at all times.

H. Return of Records: I agree that, at the time of leaving the employ of Micron or at the time of ending my service to Micron, I will deliver to Micron (and will not keep in my possession, recreate or deliver to any third party) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with or service to Micron or otherwise belonging to Micron, its successors or assigns.





I. Effective Time: This Agreement shall become effective immediately upon commencement of my employment with, or service to, Micron.

By: [Signature]  
(signature)

Name: ANTHONY M JONES  
(please print)

Employer: ATI

Micron ID #: 31710

Date: 9/9/28

Rev. 7/2/98, Legal Dept.  
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